

1897-037 Chancery Causes: Pennington Cap Improvement Co] vs. S. M. Collier
Lee Co.

CA-Debt
T-Property

-Deed

To The Hon. W. T. Miller, Judge of the Circuit Court for Lee County:-

Humbly complaining, your orator, the Pennington's Gap Improvement Company, an incorporation organized and created by the laws of Virginia, would respectfully represent unto your honor that on the 21st. day of May, 1891, it sold and conveyed, in consideration of the sum of Five hundred dollars, one-third thereof, or one hundred and sixty-six and 66/100 dollars paid down, and the remainder, or two-thirds thereof to be paid, bearing interest from date of sale, in two equal payments due ~~in~~ in one and two years from the said 21st. day of May, 1891, lot Number one in block No. 18 of the town of Pennington Gap to Mrs. S. M. Collier; and that in the deed of conveyance it reserved a vendor's lien upon the said lot of land untill the said deferred payments were made to it; and that up to the present time, she has paid no part of said two deferred payments; and that for said deferred payment she executed her two notes, which are here filed as a part of this bill, marked "Notes". And also your orator here files the deed made to her, marked "Deed", which as well as well as said notes are ~~ex~~rayed to taken as a part hereof.

The object of this bill is to have your orators said lien for said two deferred payments enforced against the said lot of land, and if found necessary to have the said lot sold to pay said sum of money. *And that the lien of your orator, is the only lien against said lot of land.*

Now your orator is advised that by virtue of the said premises it has a vendor's lien on said lot of land, which, however, is enforceable only in a court of equity; the prayer therefore, of your orator is that the said S. M. Collier be made a party defendant to this bill of complaint, that she be required to answer the same, but she need not do so on oath, that being expressly waived: that a sale be awarded of said lot of land, if said sum of money is not paid within a reasonable time; and that all other and further and general relief be granted your orator, that nature its cause and equity may require. And it will ever pray etc. May Spa. issue et.

Pennington Bros.

P. O.

This Deed, made this the 21st day of May A. D., 1891, by and between the PENNINGTON'S GAP IMPROVEMENT COMPANY, of Pennington's Gap, Virginia, a corporation organized and existing under the laws of Virginia, by E. W. Pennington, its attorney in fact [which power of attorney is of record in the County Court Clerk's office of the County of Lee and State of Virginia, in deed book, No. 25, page 580-1], party of the first part and

S. M. Collier of Wise Co., Va., party of the second part:

WITNESSETH, That for and in consideration of the sum of Five Hundred dollars (\$500.00), paid and to be paid as follows, to-wit:

One Hundred and Sixty-Six and 6/100 dollars (\$166.60), cash in hand paid, the receipt of which is hereby acknowledged, and the remainder

to be paid in two equal installments, in One and Two years from this date, respectively, with interest from this date, and to secure the payment of which a lien is hereby reserved upon the land hereby conveyed, which lien may be released on payment to said E. W. Pennington attorney as aforesaid, or by said Pennington, the General Manager of said company, or by either of their successors in office, THE SAID PARTY OF THE FIRST PART, subject to the condition hereinafter mentioned, which is agreed to be a condition precedent to the vesting of title to the land herein described, BOTH GRANT AND CONVEY unto the said party of the second part with covenants of GENERAL WARRANTY One

certain lot - or parcel - of land, lying and being in the town of PENNINGTON'S GAP, VIRGINIA, and shown upon the plat of said town, marked "Plat No. two of Pennington's Gap Improvement Company and recorded in Lee County Clerk's office, and on said Plat No. two, known as Lot No. One

in Block No. 18, and fronting on My Avenue, Section (70)

feet and running back One Hundred and Twelve feet; Lot No. One

in Block No. One, and fronting on My Avenue, Section (70)

feet and running back One Hundred and Twelve feet; Lot No. One

in Block No. One, and fronting on My Avenue, Section (70)

feet, and running back One Hundred and Twelve feet;

TO HAVE AND TO HOLD said lot - or parcel - of land, together with all its appurtenances unto the said party of the second part his heirs and assigns in fee simple: PROVIDED, ALWAYS, nevertheless, and UPON CONDITION that said party of the second part his heirs or assigns, or either of them, shall not sell any wine, whisky, brandy, beer, or any other intoxicating liquors, nor permit the same to be done by another upon the premises aforesaid, or upon either or any part of either of them within three years from the 6th day of October, 1890. And the said party of the second part do thereby agree with said party of the first part, that if he his heirs or assigns should break the condition aforesaid, the said party of the first part, its successors or assigns, at any time afterwards, shall and may re-enter upon said lot - or parcel - of land, and the same again have, re-possess and enjoy, together with all improvements put thereupon, as of its former estate and free from all claims and rights of said party of the second part or of his creditors.

IN TESTIMONY WHEREOF, the said Pennington's Gap Improvement Company has caused its corporate name to be hereunto signed and its corporate seal hereunto affixed by its said attorney in fact the day and year first above written.

PENNINGTON'S GAP IMPROVEMENT COMPANY,

By E. W. Pennington Attorney in Fact.



STATE OF VIRGINIA, Lee } To-wit:

I, H. C. Joslyn Justice of the Peace for the county aforesaid and State of Virginia, do certify that E. W. Pennington, whose name is signed to the writing above, bearing date on the 21st day of May, 1891, has acknowledged the same before me in my county aforesaid; and I do further certify that said Pennington has also acknowledged before me in my county aforesaid, that the seal affixed to said writing is the corporate seal of the Pennington's Gap Improvement Company; that the said writing was signed by him as the attorney in fact of said company; that he stated and acknowledged that he is duly authorized to sign and seal the above writing; and that the same is the act and deed of said company.

Given under my hand, this the 3rd day of June, 1891

H. C. Joslyn J.P.

STATE OF VIRGINIA, } To-wit:

In the Clerk's office of the County Court of Lee County the 3rd day of June, 1891, the foregoing deed was presented and admitted to record, together with the certificate of acknowledgement thereunto annexed, and was recorded on the 3rd day of June, 1891, in Deed Book No. 25, page 580-1

Teste: _____ Clerk.

No. 1.

DEED.

PENNINGTON'S GAP IMPROVEMENT COMPANY.

TO

S. M. Hollis



\$146 $\frac{2}{3}$

Pennington's Gap, Lee Co., Va., May 21 1891

Twelve months after date, with interest from date, \checkmark

promise to pay to the order of Pennington's Gap Improvement Company

One ~~A~~ hundred & sixty $84 \frac{33\frac{1}{2}}{100}$ DOLLARS,

negotiable and payable at Powell's Valley Bank, being the first

deferred installment of the purchase price of Lot No. 1, in Block No. 18,

Plat No. 19 2, of the town of Pennington's Gap, and \checkmark hereby waive the benefit of all Homestead exemptions as to this debt, and \checkmark agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

Due Twelve months 1892.

S. H. Collier

Address, Big Stone Gap

\$ 144 $\frac{2}{3}$

Pennington's Gap, Lee Co., Va., May 21 1891

Twenty four months after date, with interest from date, $\frac{1}{100}$

promise to pay to the order of Pennington's Gap Improvement Company

One hundred & sixty six $\frac{33\frac{1}{3}}{100}$

DOLLARS,

negotiable and payable at Howells Valley Bank, being the

deferred installment of the purchase price of Lot No. 1, in Block No. 18,

Plat No. 1 & 2, of the town of Pennington's Gap, and $\frac{1}{100}$ hereby waive the benefit of all Homestead exemptions as to this debt, and $\frac{1}{100}$ agree that if suit is brought on this Note to enforce payment thereof, to pay Ten per cent. Attorney's fees on the amount due.

May 21 1893
Due Twenty four months 1894

S. M. Collier

Address, Big Stone Gap

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon

Wise
S M Collier

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *September*, 189*6*, to answer a bill in Chancery, exhibited against *her* in our said court by

Pennington Gas Light Co a corporation
doing business in the State of Va

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the courthouse, the *13th* day of *July*, 189*6*, and in the *12th* year of the Commonwealth.

A B Munsey Clerk.

Aug 1-1896

Pennington Cap. Imp't
SUPPENA.

vs.

IN CHANCERY.

S. M. Collier

Pennington Bros. q.

To 2nd ~~Dep't~~ Rules.

CIRCUIT COURT.

Executed by
delivering an office
copy of the writ
in to S. M. Collier
the writ in named
defendant done
in wire county Va
on Aug 1-1896
J A Miller s.w.c

Pennington's Gap
Improvement Co.
vs. } Bill In Chan.

S. M. Collier

1896. 2nd Sept rules bill filed
Spa & D & Co

" 1st Oct rules D & Co filed
& cause set for hearing

To the Hon.W.T.Miller, Judge of the Circuit Court for Lee Co.:

The ~~xxx~~ demurer and answer of S.M.Collier to a bill exhibited against her in this honorable court by the Pennington Gap Improvement Company, a corporation &c.

Respondent says the bill is not sufficient in law to call upon her to answer, and of this she prays judgment of the court.

And not waiving said demurrer, but relying and insisting thereon should other and further answer be required, answering she says:

That it is not true that she, on the 21st day of May 1891 or at any other time purchased a lot from the complainant for \$500.00 or for any other sum; nor is it true that the said complainant sold her any lot; she knows nothing of the conveyance of said lot except what she learned through and by the deed filed with the complainant's bill.

Respondent denies that she executed the two notes in the plaintiff's bill mentioned, or any other notes; she denies that any person had authority to execute said notes for her. Respondent is a married woman, the wife of S.A.Collier, of Big Stone Gap, and she never knew anything whatever of the purchase of said lot in her name till since the institution of this suit. Since being served with process she has learned that her husband purchased said lot in her name, and executed, as she supposes, the two notes filed ~~x~~ with the plaintiff's bill, but she most emphatically and positively denies that he had any authority to purchase said lot in her name, or to execute notes in her name for the purchase price thereof.

Respondent says she is advised that the deed filed with the complainant's bill does not describe and convey the same lot mentioned and described in said two notes; she is further advised that said deed is not properly executed, the acknowledgment to the same being taken by H.C.Joslyn who is, as she is advised, President of the plaintiff company. Respondent here further states to your honor that said deed was never delivered to her, and that she never heard of it until she found it filed as an exhibit with said bill.

Respondent asks the court to protect her interest and not allow her to be mulcted in judgment and costs for a transaction she never

made or authorized.

And now havig fully answered, she pays to be hence dismissed &c.

J. M. Collier

ads. $\frac{3}{2}$ Answer

Pen. Gap Imp. Co.

Adls 1871. 2 p 235

Pennington's Top Improvement Co
vs } In Chancery.
S. M. Collier Deft.

This cause came on this day to be heard upon the papers formerly read therein and the report of Coun. R. L. Pennington and was filed therewith, which said report was excepted to: On consideration of all which and for reasons appearing to the Court, it is adjudged, ordered and decreed that said report and deed be confirmed; and that said R. L. Pennington be allowed \$5⁰⁰ for his services in making said deed to be paid him by said Complainant. And said Complainant is allowed to withdraw said deed from the files of these papers in this suit whenever it shall so desire. And this cause is stricken from the docket.

Pennington G. & Co
Super. Geo

or

S. M. Lealier

CB p 598.

Enter this

June 10 1897

M. J. M.

Pennington's Gap Improvement Co., Pliffs
vs. } In Chancery.
S. M. Collins Defk

This cause came on this day to be heard upon the papers formerly read therein, and the report of sale made by comr. E. W. Pennington to the Pennington's Gap Improvement Co., which report was filed therein on May, 17th 1897 and is annexed to: On consideration of all which, and for reasons appearing to the Court, it is adjudged, ordered and decreed that said report and sales be and are hereby confirmed, and that said purchaser take and hold said lot of land free from all the interest, right or title of said Defendant, or any one claiming by through or under her. And it is further adjudged, ordered and decreed that R. E. Pennington who is hereby appointed a special commissioner for the purpose, will make said purchaser a deed with covenants of special warranty to said lot of land, and report his action to court as soon as practicable, until which time

Dunnington's 4p Supro. Co.

vs } ~~Stevens~~

S. M. Collins

COD p 186

Entire this
June. 8 1897

M. J. M.

This case is shared.

Pennington's Gap Impr. Co. Compl't.

Vs.

In Chancery.

S.M. Collier, Deft.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith, and *Answer of Deft. and by Consent of Counsel* ~~it appearing to the court that process has been duly served upon the defendant for more than fifteen days before the first day of this term of the court, and the failing to appear, and on motion of the complainant, said bill is taken for confessed.~~ And on consideration of ~~the same~~ which, it is adjudged, ordered and decreed that the said complainant has a vendors lien on the lot of land in the bill mention for the sum of \$333.33 with interest thereon from the 21st day of May, 1891 till paid, which it is entitled to have enforced against said lot of land, and unless said defendant, or some ^{one} for her pays said sum of money, interest thereon, and the costs of this suit within thirty days from this date, then E.W. Pennington who is hereby appointed a special commissioner for the purpose, will after advertising the time, terms and place of sale for thirty days at the front door of the court house of this county, and at the post office in the town of Pennington Gap, and at such other places as he may deem proper, offer said lot of land, or enough thereof to pay said debt, interest and cost of this suit for sale at the front door of the court house of this county, on some court day, at public out cry, and to the highest and best bidder, on a credit of one and two years time except a sum sufficient to pay the costs of this suit, and commissions of sale, which he will require to paid down; and for the deferred payments, he will take bonds payable to himself as such commissioner, bearing interest from date of sale, and with good personal security. And he will report his action to

court/ Put before entering upon the duties herein imposed upon him, the said E. W. Pennington will execute bond before the clerk of this court in a penalty of \$500.00, conditioned to faithfully perform his duties hereunder and to account for all moneys that may come to ^{his} hands as such commissioner. And ~~if~~ ^{if} on a sale of said lot of land, it does not bring a sum sufficient to pay said sum of money due upon it, it is agreed no personal judgment shall go against said defendant for such balance. And this cause is continued

Pennington vs. G. W. Pennington, Secy.

vs. { Decree No. 2

S. M. Collier

Ex. C. O. B. p. 5-12.

Enter this

March 13 1896.

M. D. M.

Pennington Gap Improvement Co.v

vs.

S.M.Collier.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith, and the answer of said defendant thisday filed by leave of the court, and general replication thereto. And the cause is continued.

Birmingham Gas
Improvement Co.

or } Dec 20. 1

S. M. Collins

Entered in City O. P.
4, p 501

Enter this

Nov 11th 1896

T. M.

Purvington Gap Impro. Co.

vs.

S. M. Collier Deft.

To the Hon. W. J. Nisner, Judge of
the Circuit Court for La. Co.

Your undersigned commissioner
in said cause appointed for the pur-
pose of selling the lot of land in
the bill mentioned, begs leave to re-
port that after advertising the time,
terms and place of sale at four
public places in this County for
more than 30 days, on Monday, the
19th day of April, 1897, that day be-
ing a court day, at the front
door of the Court-house of La. Co.,
in the presence of a large crowd
of people, he offered the lot of
land set out said Compt's. bill
for sale at public outcry and
on the terms required in the decree
entered in this cause in March,
1897. After crying the sale for some
time, said lot, known as lot No. one
in block No. 18 in the town of Pur-
vington Gap, was knocked off to
the said Complainant who was
the highest and best bidder for
the sum of thirty dollars which
sum was paid down to your Court.
and he now holds the same subject
to be disposed of as your honor may
direct. This sum was just about

enough to pay the Costs. As the Com-
plainant is the purchaser of the lot,
your Comr. advises confirmation of
this sale, and a comr. appointed to
make it a deed to the same.
All which is respectfully sub-
mitted. This April, 28th 1897
E. W. Huntington
Spend Comr.

Gen. Gap. Supp. Co.

vs { Report to Sale

S. M. Leclair

Filed May 17th 1896

A. B. Munsey Clerk

LAND SALE!

Dunnington's Gap Impro. Co. Compt.

vs

S. M. Collier defk.

IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the _____ day of March, 1897, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 19th day of April, 1897 and at public out-cry, to the highest bidder, to sell the following described property, to-wit:

Lot No. One in block no. 18 in the town of Dunnington Gap.

or enough thereof to pay \$ 333.34 and the costs of this suit and the commissions of sale, upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in two equal installments due in One & two years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

E. H. Dunnington

Special Commissioner.

This 17 day of March, 1897.

Pumington's Gap Improvement Co

vs.

S. M. Leachman.

To the Hon. W. A. Miller, Judge
of the Circuit Court for Lin. Co.

Your undersigned Counsel,
appointed in this Cause on June,
8th 1897 to make to the Pumington's
Gap Improvement Co. a deed to the
lot of land mentioned in said
Cause, begs leave to report that
he has made such deed and
here files the same for your
honor's consideration
all which is respectfully
submitted. This June, 10th 1897

Proc. Sup. Supro. Co.
vs } Report for
Dred

S. M. Collins

Filed June 10th 1897
A B Mursey Clerk

1887
Mar. 16

Puffs Costs	
Clerk	6.09
Tax	1.50
Shelf	1.50
attly	15.50
Estimated	5.00
<u>Total</u>	<u>\$28.59</u>

Puningtons Gap
Improvement Co.

W. B. Rice

S. M. Lobbier

Sold to Puffs for
\$30.00 4/19/97
S. M. P.